

BEFORE THE  
POSTAL REGULATORY COMMISSION  
WASHINGTON, D.C. 20268-0001

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COMPETITIVE PRODUCT PRICES  
GLOBAL RESELLER EXPEDITED PACKAGE CONTRACTS 1  
(MC2010-21)  
NEGOTIATED SERVICE AGREEMENTS

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Docket No.  
CP2011-1

**MOTION OF THE UNITED STATES POSTAL SERVICE FOR TEMPORARY RELIEF  
AND NOTICE OF THE UNITED STATES POSTAL SERVICE OF FILING  
MODIFICATION TO A GLOBAL RESELLER EXPEDITED PACKAGE CONTRACTS 1  
NEGOTIATED SERVICE AGREEMENT**  
(November 13, 2013)

The agreement that is the subject of this docket was originally scheduled to expire on November 30, 2013.<sup>1</sup> Attached to this notice is a modification,<sup>2</sup> which the customer and the Postal Service have executed. The modification states that the agreement that is the subject of this docket will expire on the date prior to the date of any change in the published prices that affect the Qualifying Mail in the Agreement that may fall within the month of January, 2014, or if such a price change does not occur in January 2014, the agreement shall terminate on January 31, 2014.

The Postal Service intends to initiate a new rate docket, in which the Postal Service would file the successor to the agreement that is the subject of this docket. In

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<sup>1</sup> United States Postal Service Response to Order No. 561 concerning Effective Dates of an Additional Global Reseller Expedited Package Contracts 1 Negotiated Service Agreement, Docket No. CP2011-1, December 2, 2010.

<sup>2</sup> A redacted version of the modification is filed publicly as Attachment 1, while the unredacted version of the modification is filed under seal. With respect to the nonpublic version of the modification that is filed under seal, the Postal Service hereby incorporates its Application for Non-Public Treatment filed in conjunction with its October 1, 2010 notice in this docket. Notice of United States Postal Service of Filing a Functionally Equivalent Global Reseller Expedited Package Negotiated Service Agreement and Application for Non-Public Treatment of Materials Filed Under Seal, Docket No. CP2011-1, October 1, 2010, Attachment 4.

the meantime, however, the Postal Service requests that the Commission continue to list the agreement that is the subject of this docket on the Mail Classification Schedule, according to the terms set forth in the modification filed today.

Therefore, the Postal Service respectfully requests that the Commission approve a brief extension of the agreement that is the subject of this docket to maintain continuity of pricing and other terms and conditions of the agreement. The Postal Service requests that the existing terms and conditions under the agreement that is the subject of this docket be extended to the day prior to the date of any change in the published prices that affect the Qualifying Mail in the agreement that may fall within the month of January, 2014, or if such a price change does not occur during January 2014, the agreement shall terminate on January 31, 2014.

Respectfully submitted,

UNITED STATES POSTAL SERVICE  
By its attorneys:

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November 13, 2013

**MODIFICATION ONE TO THE  
GLOBAL CUSTOMIZED MAIL AGREEMENT BETWEEN  
THE UNITED STATES POSTAL SERVICE AND**

[REDACTED]

This Modification amends the Global Customized Mail Agreement ("Agreement") between [REDACTED] ("Reseller"), a corporation organized and existing under the laws of [REDACTED]

[REDACTED] and the United States Postal Service ("USPS"), an independent establishment of the Executive Branch of the United States Government, with offices at 475 L'Enfant Plaza SW, Washington, DC 20260-9998, signed by the Reseller on August 12, 2010, and signed by the USPS on August 20, 2010. The Reseller and the USPS may be referred to individually as a "Party" and together as the "Parties."

The purpose of this Modification is to change the wording of Article 11, Term Of The Agreement. Article 11, Term Of The Agreement shall now read as follows:

**ARTICLE 11. TERM OF THE AGREEMENT**

1. The USPS will notify the Reseller of the Effective Date of the Agreement within thirty (30) days after receiving the approval of the entities that have oversight responsibilities for the USPS. The Agreement shall remain in effect until 11:59 p.m. on the date prior to the date of any change in the published prices that affect the Qualifying Mail in this Agreement that may fall within the month of January, 2014. Should the date of any change in the published prices that affects the Qualifying Mail in this Agreement not occur until sometime after January, 2014, this Agreement shall terminate at 11:59 p.m. on January 31, 2014, unless terminated sooner pursuant to Article 12.
2. The USPS shall have no obligation to notify the Reseller of the status of the approval process or of potential fulfillment of the approval process.

All other terms and conditions of the Agreement shall remain in force.

The Reseller acknowledges that the Modification and supporting documentation will be filed with the Postal Regulatory Commission ("Commission") in a docketed proceeding (CP2011-1). The Reseller authorizes the USPS to determine the scope of information that must be made publicly available in any Commission docketed proceeding in which information related to this Modification must be filed. The Reseller further understands that any unredacted portion of the Modification or supporting information will be available on the Commission's public website, <http://www.prc.gov>. In addition, the USPS may be required to file information in connection with this Modification (including revenue, cost or volume data) in other Commission dockets, including Commission docket numbers ACR2013 and ACR2014. The Reseller has the right, in accordance with the Commission's rules, to address its confidentiality concerns directly with the Commission. The procedure for making an application to the Commission for non-public treatment of materials believed to be protected from disclosure is found at Title 39, Code of Federal Regulations, Section 3007.22 found on the Commission's website, <http://www.prc.gov/Docs/63/63467/Order225.pdf>.

The Parties acknowledge and understand that all obligations of the USPS under this Modification shall be contingent on the USPS receiving approvals hereinafter ("Conditions Precedent") from one or more internal and external bodies that have oversight responsibilities. Conditions Precedent may include, but are not limited to: approvals or, if applicable, non-objection, from responsible USPS management officials, the USPS Board of Governors, the USPS Governors, the Postal Regulatory Commission, and/or any other governmental body with oversight responsibility for the USPS. The Parties acknowledge that this Modification may not be approved by such individuals or bodies. Until such time that all Conditions Precedent are fulfilled that are necessary to allow the Postal Service to provide the products or services contemplated under this Modification, no obligation shall exist for the USPS and no benefit shall inure to either Party.

In the event that the Conditions Precedent are not fulfilled, the USPS shall have no liability, which shall include no obligation to pay costs associated with any action taken by the Reseller prior to the Effective Date of the Agreement. Further, in the event of termination of the Agreement or the failure of any Condition Precedent, the USPS shall not be held liable for any damages including, without limitation, actual; special; indirect; incidental; punitive; consequential; or any other damages, which shall include but not be limited to damages for loss of business profits; business interruption; any other loss; and/or for costs incurred by either Party attributable to such non-approval such as attorney's fees.

The Parties may execute this Modification in one or more counterparts (including by facsimile or by electronic means such as .pdf format). Not all Parties need be signatories to the same document. All counterpart signed documents shall be deemed an original and one instrument.

In witness whereof, this Modification is deemed executed on the latter of the two dates accompanying the Parties' signatures.

**ON BEHALF OF THE UNITED STATES POSTAL SERVICE:**

Signature: \_\_\_\_\_

*Frank A. Cebello*

Name: \_\_\_\_\_

Frank A. Cebello

Title: \_\_\_\_\_

Executive Director, Global Business Management

Date: \_\_\_\_\_

11/12/13

**ON BEHALF OF** \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

11/8/13

**Confidential**

USPS / \_\_\_\_\_ 11/2014

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